
MEMBERSHIPS IN HEALTH CLUBS, SPAS, AND STUDIOS



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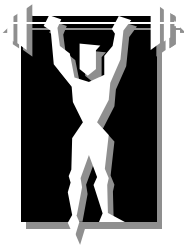
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WHICH HEALTH OR ATHLETIC CLUB PLAN IS THE RIGHT ONE FOR YOU?

When setting out to find the health or athletic club that will help you get in shape, you should conduct your search carefully. The greater your satisfaction with the club, the more likely you will achieve your exercise goals. So look for a facility that provides the equipment and services you enjoy.

To help you shop for health and fitness services, here are some things you should consider when checking into health and athletic facilities in California.

BEFORE YOU SIGN UP, ASK YOURSELF:



WHAT EXERCISE OPTIONS DO I WANT? Aerobic classes? Weights? Swimming? Racquetball? Tennis? Basketball? Martial Arts?

WHAT TYPES OF SERVICES DO I WANT? A personal trainer? Sports tournaments? Seminars? Social activities?

WHAT FACILITIES AM I LOOKING FOR? Coed? One with child care? Sauna? Spa?

WHAT ARE MY FITNESS GOALS? Good health? Weight gain or loss? Muscles? Body tone? Physical rehabilitation? Stress reduction?

WHAT ARE MY PHYSICAL LIMITATIONS? What exercise is best for me? Do any medical conditions limit my exercise? Should I consult my physician?

THE SEARCH

Make a list of all the facilities you may want to consider, including programs offered by your local YMCA, YWCA, community colleges, and parks and recreation programs. These locations often have gyms and pools and offer a variety of classes. Remember that comparison-shopping is important, so you should evaluate at least three facilities, if possible.

VIEWING THE FACILITY

Take time to visit the health clubs, spas or studios you are considering joining. Before signing a membership contract, there are things you should consider about each facility:

Equipment	Instructors	CHECKLIST
clean	qualified	
maintained	pleasant	
Satisfaction of Current Members	helpful	
with services	available	
with price	Security	
Facility	patrons' safety	
cleanliness (showers, lockers, snack bar, etc.),	lockers provided	
crowds	Facility Rules	
noise level	reasonable	
Parking	enforced	
free	Discounts	
paid	group rates (corporate, senior citizen, etc.)	
Operating hours		
convenient to your schedule		

THEY'RE YOUR RIGHTS: KNOW THEM

Before signing a contract with a health club, read and understand all of its terms.

REMEMBER:

- Don't sign a contract with any blank spaces, which could be filled in later. Make sure that any oral promises (for example, about equipment to be added later) are written on the contract and initialed by both the club's representative and you.

- The contract cannot require you to make payments totaling more than \$1,000 (excluding interest or finance charges) or payments for more than three years.
- The contract may not provide services for more than three years; lifetime contracts are unlawful. (Contracts can, of course, be renewed.)
- You may cancel the contract by midnight of the third business day after you have signed it. When counting the days, don't count Sundays and holidays. The contract must explain your right to cancel and where to send the written notice of cancellation. (Consider mailing the cancellation by certified mail with return receipt.) If you cancel the contract, your money must be refunded within 10 business days. The club may deduct for any services you used before canceling.
- If you move more than 25 miles from the club and the club is unable to transfer the contract to a comparable facility, you don't have to make payments for any services you haven't yet received. If you have prepaid the fees, you are entitled to a refund for the services not used. (However, the club may charge a predetermined cancellation fee of not more than \$100, unless more than half of the life of the contract has passed, when the maximum cancellation fee is \$50.) The contract must disclose these rights.
- If the club has not yet opened when you join, the contract must say that the club will open within six months after you sign the contract.
- If you become disabled or die, neither you nor your estate has to pay the balance. If you have paid in advance, the club must refund the amount that covers the services you haven't used. The contract must disclose these rights.
- You must be given a copy of the signed contract.

A contract that fails to comply with these requirements is unenforceable. If you can show in court that the contract you signed violates the law, the judge can award you up to three times the amount of damages you suffered plus a reasonable attorney's fee if you have hired an attorney.

THE MEMBERSHIP CONTRACT

Some facilities will ask you to sign up for a short-term contract (month-to-month). This option may be important if you are not sure that you will use the facility for the entire term. If you decide to cancel a month-to-month membership, your loss will be limited at most to the amount of the membership fee.

If you sign an installment sales contract (agreeing to pay a certain amount each month for a specific number of months), you must continue making payments even if you stop going to the facility. Only if you become disabled or move, or if the club closes, will you be legally excused from paying. Also, you may lose your investment if you switch facilities.

Frequently, facilities offer a discount if you pay in advance for a long-term membership of up to three years. Under this type of arrangement, you may lose your investment if the facility should fail or if you stop using it.



IF THE FACILITY HAS NOT OPENED

Most plans for new facilities work out. But, occasionally new facilities close shortly after opening or they never open at all, even though they have accepted your money.

The best way to protect yourself is to limit the amount you pay in advance to an amount you can afford to lose. If the facility fails to open, you probably will lose what you have prepaid. (Your deposit may be protected if the facility deposited it in an escrow account.)

IF A HEALTH CLUB CLOSES

If your membership fees were prepaid and charged on a credit card, you can stop making payments on any outstanding portion of the health club fees remaining in your account (provided the original payment was more than \$50). When you stop making payments, write to the credit card company stating the reasons for refusing to pay and keep a copy of your letter.

If you have an installment sales contract, you can stop making your regular payments. If anyone attempts to collect the balance, see a lawyer. If you have borrowed money from a lender (for example, a bank or a credit union) to pay your membership fees, you may still have to continue payments – you should verify this with a lawyer.

If your payments are being deducted automatically from your checking account, you should immediately contact the financial institution and tell it to stop making payments. You must give this notice at least three business days before the scheduled date of the transfer. You can give the notice orally, but financial institutions can require written confirmation.



IF YOU HAVE A PROBLEM

Contact the facility's manager or owner if you have a problem at the club. If you are still unable to resolve the problem, contact:

Your local consumer protection agencies
(look in the yellow or white pages of your
telephone directory under "consumer");

Your local Better Business Bureau

California Department of Consumer Affairs
www.dca.ca.gov or call 800-952-5210

California Attorney General's Office
Public Inquiry Unit
<http://caag.state.ca.us/consumers>
or call 800-322-3360
